

Exhibit G

June 11, 2021

Baliga v. Link Motion Inc. et al., No. 1:18-cv-11642



卢森堡分行
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AMENDMENT TO LOAN AGREEMENT

Our reference: **CB20160090B**

THIS AMENDMENT TO LOAN AGREEMENT (the **"Amendment"**) is made as of September 20, 2016

BETWEEN:

- A. **China Merchants Bank Co., Ltd., Luxembourg Branch**, having its registered office at 20, boulevard Royal, L - 2449 Luxembourg, registered with the Luxembourg Trade and Companies Register under number B193833 (hereafter referred to as the **"Bank"**); and
- B. **NQ Mobile Inc.**, a limited company incorporated and existing under the laws of Cayman Islands, having its registered office at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands and registered with the Companies Registry under number 183784 (hereafter referred to as the **"Borrower"**, and together with the Bank, the **"Parties"**, and each a **"Party"**).

WHEREAS the Parties have entered into a Loan Agreement on July 26, 2016 (herein referred to as the **"Agreement"**);

WHEREAS the Parties intend to amend by mutual consent the Agreement to change some arrangements thereof.

IN CONSIDERATION THEREOF, the Parties hereto hereby agree to amend the Agreement as follows:

1. to delete the definitions of **"Availability Period"** and **"SBLC or Guarantee"** in Clause 1 of the Agreement and to replace them by the following from the signing date of the Agreement:

"Availability Period" means the period of six (6) months from the signing date of this Agreement."

"SBLC or Guarantee" means the standby letter of credit or guarantee issued by China Merchants Bank Co., Ltd. Beijing Branch with respect to Loans to be made hereunder within the Availability Period."

For the avoidance of doubt, the Parties agree that one SBLC or Guarantee may secure the liabilities of the Borrower resulting from multiple drawdowns under the Agreement. The remaining part of the Agreement is to be construed accordingly.

2. To amend the Loan purposes as defined in Clause 2 of the Agreement so as to add from the signing date hereof the two following purposes thereto: "3) working capitals,



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including purchases of goods or services, payment of audit fees or lawyer fees, servers rental fees and labour cost; and 4) share investment by Linkmotion Holdings Limited.”

As a result of the foregoing amendment, Clause 2 of the Agreement shall be read as follows from the signing date hereof:

“§2 PRINCIPAL AMOUNT

Subject to the terms and conditions hereinafter set forth, the Bank agrees to provide to the Borrower and the Borrower agrees to accept from the Bank, one or several Loans, which may be drawn down in whole or in part, in an aggregate principal amount of United State Dollars Ten Million (USD 10,000,000.-) (the **“Total Commitment”**) for the purposes of 1) repurchase the Convertible Senior Notes issued by the Borrower from unrelated company (ies); 2) working capital for its subsidiary – Linkmotion Holdings Limited; 3) working capitals, including purchases of goods or services, payment of audit fees or lawyer fees, servers rental fees and labour cost; and 4) share investment by Linkmotion Holdings Limited.”

3. To amend Clause 3.7 of the Agreement from the signing date hereof so as to remove condition f. as laid down thereunder so that there is no longer limit for that Loan purpose from the signing date hereof.
4. To add from the signing date hereof the following Clause 3.8 after the amended Clause 3.7 of the Agreement:

“3.8 If the Loan purpose is 3) working capital, including purchases of goods or services, payment of audit fees or lawyer fees, servers rental fees and labour cost:

- f. Before drawdown, the Borrower shall provide to the satisfaction of the Bank a drawdown plan or documents to justify that Loan purpose.
- g. Within 1 month after drawdown, the Borrower shall provide to the satisfaction of the Bank a proof of remittance, which should comply with the previous Loan purpose.

5. To add from the signing date hereof the following Clause 3.9 after the new Clause 3.8 of the Agreement:

“3.9 If the Loan purpose is 4) share investment by Linkmotion Holdings Limited:

- h. Before drawdown, the Borrower shall provide to the satisfaction of the Bank a share purchase agreement between Linkmotion Holdings Limited and a third party.
- i. Within 1 month after drawdown, the Borrower shall provide to the satisfaction of the Bank a proof of remittance, which should comply with the previous Loan purpose.

6. To renumber from the signing date hereof Clause 3.8 of the Agreement as Clause 3.10.



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7. To amend from the signing date of the Agreement the first footnote of Clause 14.1 of the Agreement so as to extend the *ratione temporis* scope of the Commitment Fee from three (3) months to six (6) months as follows: "Only applicable for a revolving loan or a fixed loan whose Availability Period exceeds six (6) months."

This Amendment is supplemental to, and to be read in conjunction with, the Agreement. All capital terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

Save as amended by this Amendment, the Agreement remains and continues in full force and effect.

The Amendment has two originals, Party A and Party B shall each have one copy, with the same legal effect.

For and on behalf of the Bank:

China Merchants Bank Co., Ltd., Luxembourg Branch

By: _____

Name:

Title:

For and on behalf of the Borrower:

NQ Mobile Inc.

By: _____

Name:

Title: